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THE LAW SCHOOL. — The Law School opened on the first Monday in October, with the largest entering class in the School's history. The proportion, too, of second and first year students who have returned is unusually large. Full statistics will appear in the December number.

The continued illness of Professor Williston, a matter of sincere regret to all interested in the School, has made necessary a change in the curriculum as given out in the annual announcement. Professor Ames again has charge of Contracts, and Professor Beale of Pleading. Professor Williams is conducting Bills and Notes, and Mr. Charles B. Barnes, Jr., LL.B. 1893, is giving Suretyship, which this year is open to second as well as third year students. Mr. Ezra R. Thayer, LL.B. 1891, is conducting a course on Massachusetts Practice.

THE NEGOTIABLE INSTRUMENTS LAW. — Diversity in the commercial laws of our different States has been the source not only of much inconvenience, but of inextricable confusion and of great loss to business interests. Upon some of the most important subjects, legislatures and courts have established several conflicting rules, and in some instances Federal and State courts have held contrary views in regard to the same question in the same jurisdiction. Especially perplexing and unsuited to our needs as a commercial country has been the law governing negotiable paper. Yet considering the vast amount of interstate business transacted by means of this form of currency, and the ever increasing disregard of State lines by commercial enterprise, there is in this subject the greatest need of simplicity and uniformity.

Happily, effective measures have been adopted during the last few years to change this unfortunate condition of affairs. In many of the States, for the sake of uniformity, days of grace have been abolished, and the holiday laws have been so modified as to make paper maturing on

holidays fall due on the succeeding instead of the preceding day. The most important step so far taken, however, has been the appointment, in twenty-seven States, of commissioners on uniformity of laws. At the national conference of these commissioners in 1895 the committee on commercial law was instructed to prepare a codification of the law relating to negotiable paper. The draft prepared under the direction of this committee, and finally adopted by the commissioners in 1896, was modelled somewhat after the English Bills of Exchange Act, embodied suggestions by prominent lawyers and judges in England and the United States, and usually followed in cases of conflict the decisions of the Supreme Court of the United States. In this form the Negotiable Instruments Law has been enacted by the legislatures of Connecticut, Colorado, Florida, and New York; and special efforts, it is said, will be made by the commissioners to have the statute passed by the legislatures of many other States at their next session.

The Negotiable Instruments Law went into effect in New York on October 1 of the present year, and has modified the law of that State in several particulars. Perhaps the most important change is the abolition of the rule of *Coddington* v. *Bay*, 5 Johnson Chanc. Rep. 54, which has been the law in New York ever since it was laid down by Chancellor Kent, and the substitution of the doctrine of *Swift* v. *Tyson*, 16 Peters, 1. Hereafter in New York an antecedent indebtedness will be regarded as a valuable consideration, and will protect the holder against latent equities. The law as to notes payable on demand has also been altered. Hitherto a demand note in New York has been a continuing security, on which indorsers remain liable until an actual demand, the holder not being chargeable with neglect to make demand within any particular time. According to the statute the holder must make demand within a reasonable time.

It is believed that, all things considered, the Negotiable Instruments Law is an admirable piece of legislation, and would result, if generally adopted, in greatly facilitating commercial transactions. Moreover, this statute is but a test measure, and if the commissioners are successful in securing its enactment in most of the States, they purpose making still further efforts in the direction of uniformity in our laws.

LEGAL CRUELTY — RUSSELL CASE. — The case of *Earl Russell* v. *The Countess Russell*, recently decided in the House of Lords (London Times, July 17th, 1897), fixes the law of England upon the vexed question of what constitutes cruelty as a ground for judicial separation *a mensa et thoro*. A decree of separation had been granted to Earl Russell, the jury having found cruelty in the charges maliciously made and repeated by his wife, accusing him of unnatural crime. The Court of Appeals reversed the decree, holding that there was no evidence of legal cruelty to go before the jury; this decision was finally affirmed in the House of Lords by a vote of five to four, the Lord Chancellor dissenting.

The ground of the decision was that the infliction of mental suffering cannot constitute cruelty in the legal sense unless it endangers the life or health of the person injured. This was undoubtedly the definition of *sævitia* known to the canon law and handed down by the ecclesiastical courts. *Holmes* v. *Holmes*, 2 Lee, Eccl. Rep. 116. If the question must be considered merely on an historical basis, the decision of the House of Lords is correct; most of the cases in this country agree with it. *Marks*